

Leonard C, Herr, #081896
DOOLEY HERR & PELTZER
Attorneys at Law, LLP
100 Willow Plaza, Suite 300
Visalia, California 93291
Telephone: (559) 636-0200

Attorneys for Defendant,
RICHARD WILLIAMS

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

SANDRA VALDEZ,
Plaintiff.

v.

CITY OF WOODLAKE, WOODLAKE
POLICE DEPARTMENT, RICHARD
WILLIAMS, individually, and in his official
capacity as Police Officer for the City of
Woodlake Police Department,

Defendants.

SUSANNA LUCIA ORDONEZ,
Plaintiff,

v.

CITY OF WOODLAKE, WOODLAKE
POLICE DEPARTMENT, RICHARD
WILLIAMS, individually, and in his official
capacity as Police Officer for the City of
Woodlake Police Department.

Defendants.

CASE NO: 1:05-CV-0326 AWI/SMS
c/o 1:05-CV-01025 OWW/SMS

AMENDED
STIPULATED PROTECTIVE
ORDER RE CONFIDENTIAL
INFORMATION; ORDER

RECITALS

WHEREAS, on or about July 2005 and August 2005, Plaintiff, Sandra Valdez and Plaintiff Susanna Lucia Ordonez, filed separate Complaints in this Court alleging various causes of action against the City of Woodlake and former police officer, Richard Williams;

WHEREAS, Plaintiffs' counsel has sought various documents from the City of Woodlake and the Tulare County District Attorney's Office, which may be privileged and protected from disclosure;

WHEREAS, on December 16, 2005, legal counsel for Plaintiffs, Defendant Richard Williams and Tulare County (County Counsel) met with the Court to resolve pending issues concerning discovery; and

WHEREAS, after considering the arguments of counsel, the Court's file and upon good cause being shown, the Court ordered the disclosure of certain documents, produced by Tulare County (County Counsel) subject to the Protective Order filed on January 19, 2006.

STIPULATION

IT IS HEREBY STIPULATED AND AGREED, by and between the parties, through their undersigned counsel, that this Court enter into the following Amended Stipulated Protective Order ("Amended Stipulation" or "Amended Stipulated Protective Order") with respect to pre-trial discovery. This Amended Stipulation shall govern the treatment of all documents produced by any party, including in response to any discovery request in this lawsuit entitled *Valdez v. City of Woodlake, et al.*, and its member case entitled *Ordonez v. City of Woodlake, et al.*, United States District (Eastern) Court Case No: 05-cv-01025, which cases were consolidated on February 8, 2006, and all copies thereof (the "Discovery Materials").

A. Persons to Whom Confidential Documents May Be Disclosed

1. All of the documents produced by the Tulare County District

1 Attorney's Office through County Counsel on December 16, 2005, although not specifically
2 marked confidential, shall be deemed and designated as such by legal counsel for Defendant
3 Richard Williams and Tulare County District Attorney's Office.

4 2. In the future, during the course of litigation, any party may
5 seek to have other Discovery Materials classified as "Confidential." Any party ("Designating
6 Party") may designate as "Confidential" any Discovery Materials if it/he/she in good faith
7 believes that the Discovery Material contains confidential research, development or
8 commercial information and/or trade secrets and/or protected information under federal
9 or California law. Discovery Materials so designated are referred to herein as "Confidential
10 Materials." Each page of any document designated "Confidential" will be stamped as such
11 by the producing party. Such designation shall be stamped or affixed so as not to obscure or
12 deface the material or any portion of its contents. Should any party, counsel for any party,
13 or any person or entity not a party to these actions, who obtains access to all or any material
14 designated as confidential under this Amended Stipulated Protective Order, make copies,
15 duplicates, or extracts of or from such Confidential Material, or any portion thereof, the
16 designation "Confidential" shall also be stamped on or affixed to such copies, duplicates or
17 extracts, and all references in this Amended Stipulated Protective Order shall be deemed to
18 include and apply to such copies, duplicates and/or extracts of all information derived from
19 Confidential Material and to Confidential Material marked as Exhibits at depositions or
20 otherwise used during the litigation. Testimony generated from information designated as
21 "Confidential" will be identified as such either by a statement on the record or stamping as
22 "Confidential" documents or selected pages of documents containing such testimony. If
23 either party, through inadvertence, does not designate certain Discovery Material as
24 "Confidential," but thereafter determines that such Discovery Material should have been so
25 designated, it shall provide written notice within 60 days after production, of the
26 designation thereof as Confidential Material from the date of receipt of such notice. If, later
27 than 60 days after production, either party discovers that certain Discovery Materials
28 should have been designated as "Confidential" but were not so designated, the parties shall

1 meet and confer regarding redesignation of the Discovery Materials as "Confidential" and, if
2 the Parties are unable to reach an agreement, the parties shall follow the procedures for
3 challenging a Confidential Designation in paragraph E herein. Likewise, if a party
4 designates certain Discovery Material as "Confidential" and later determines that such
5 Discovery Material should not have been so designated, it shall provide written notice of the
6 removal of the designation along with a duplicate copy of the Discovery Material without
7 the "Confidential" marking.

8 3. All Confidential Material and any portion thereof, including
9 copies thereof, information contained therein and any abstracts, extracts, indices,
10 summaries, charts, notes or other information derived therefrom, shall be deemed
11 confidential, shall be used solely for the purposes of preparation, trial, appeals or settlement
12 of these actions, and shall not be disclosed, given, shown, made available discussed or
13 otherwise communicated in any way to anyone other than: (a) the Court and Court
14 personnel, (b) the parties' legal counsel in these actions, (c) stenographic reporters, (d) any
15 expert or consultant retained by the parties' counsel in connection with these actions, and
16 (e) outside vendors who perform microfiching, photocopying or similar clerical functions
17 ("Outside Vendors"). Confidential Material may not be disclosed to any other person or
18 entity without the written consent of the designating party or further order of the Court.
19 Any disclosure should be only to the extent reasonably necessary to effective prosecution
20 and defense of the parties' claims in these actions, and for no other purpose.

21
22 B. Conditions of Disclosure

23 1. Prior to disclosure of Confidential Material or any information
24 contained therein to a person qualified to receive it under Paragraph A.2, counsel for the
25 party making the disclosure shall secure from each such person an Acknowledgment in the
26 form attached hereto as Exhibit "A" that he or she has read this Amended Stipulated
27 Protective Order, he or she may not, and that he or she undertakes not to, divulge any
28 Confidential Material or any information contained therein except in the preparation, trial

1 or appeal of these actions and in accordance with the terms and conditions of the Amended
2 Stipulated Protective Order, and that he or she will not use the material for any other
3 purpose.

4 2. Confidential Material shall be copied only by the parties'
5 counsel in these actions (or by clerical personnel or Outside Vendors assisting such counsel)
6 and only for purposes permitted by this Amended Stipulated Protective Order, and control
7 and distribution of Confidential Material and copies thereof shall be the responsibility of
8 such counsel, who shall maintain a list of all persons to whom Confidential Material has
9 been disclosed as well as the written assurances executed by such persons as provided in
10 paragraph A.2. For good cause shown in connection with any question of improper
11 disclosure, a designating party may request the Court to order a party to disclose in camera
12 a list of all persons to whom Confidential Material has been disclosed as well as the written
13 assurances executed by such persons.

14 C. Protecting Confidential Information at Depositions

15 1. If either party determines that Confidential Material may be disclosed during
16 the course of any deposition, counsel shall be entitled to request that any persona present at
17 the deposition be required to sign an Acknowledgment in the form attached hereto as
18 Exhibit "A."

19 2. If any Confidential Material is marked as an exhibit in a deposition, or
20 during a hearing herein, and/or its content are disclosed, wholly or partially, in the course
21 of the testimony at such deposition or hearing of the portions of such testimony that refer to
22 Confidential Material, and the exhibit itself; as well as the portions of the transcript
23 containing such disclosure, shall be marked "Confidential" and shall be deemed
24 Confidential Material. To this end, the report shall not furnish copies thereof to anyone
25 other than counsel of record for the parties herein, and, if so requested by such counsel, the
26 witness and/or the witness' counsel.

27 D. Use of Confidential Information in Court Filings

28 The parties agree that neither party is required to file pleadings and other paper

1 submitted to the Court pursuant to this litigation under seal, except that the parties agree
2 that any Confidential Material, or any portion thereof; quoted therein or appended thereto,
3 shall be submitted to the Court under seal.

4 E. Challenging a Confidential Designation

5 If at any time during this litigation a party ("Objecting Party") disputes the
6 confidentiality of material designated as Confidential Material, the Objecting Party shall
7 notice the Designating Party in writing by facsimile of such dispute. The Objecting Party's
8 notice shall identify the material in dispute and shall explain the basis for the disputed
9 designation. The Designating Party shall have 7 calendar days to provide a written response
10 by facsimile to the notice, explaining the Designating Party's reason for designating the
11 material at issue as confidential. Should the Objecting Party dispute such reasons, the
12 Objecting Party may submit to the Court or any officer of the Court designated by the Court
13 to hear discovery matters in this litigation: (1) a copy of this Amended Stipulated Protective
14 order; (2) the written notice of dispute; (3) the written response to the notice of dispute; (4)
15 a reply in support of the written notice of dispute; (5) a copy of the material at issue (to be
16 submitted under seal); and (6) a proposed order concerning the confidentiality of the
17 material at issue for resolution by the Court or by any officer of the Court designated by the
18 Court to hear discovery matters in this litigation. Throughout the dispute resolution
19 procedure set out in this paragraph, the Designating Party shall have the burden of
20 demonstrating the material designated is confidential under California law. In the event of a
21 dispute over the confidentiality of particular material, all parties will continue to treat the
22 disputed material as confidential until the Court or an officer of the Court duly designated
23 to hear discovery matters may order otherwise.

24 F. Non-Party Subpoenas

25 If any party receives a request or subpoena from any non-party to this Amended
26 Stipulated Protective Order seeking production or disclosure of Confidential Material, that
27 party (the "Subpoenaed Party") shall give notice, as soon as practicable and in no event
28 more than five business days after receiving the subpoena to counsel for the designating

1 party, which notice shall enclose a copy of the request or subpoena. The Subpoenaed Party
2 shall not produce or disclose any of the designated documents or information for a period of
3 five business days, if possible without violating the subpoena, after providing such notice to
4 other party, and in not event shall such production or disclosure be made before such notice
5 is given. If; within five business days of receiving such notice, the party objects to such
6 production or disclosure, the Subpoenaed Party shall not make production or disclosure
7 except pursuant to a Court order requiring compliance.

8 G. No Restrictions

9 Nothing in this Amended Stipulated Protective Order shall (a) restrict either party's
10 rights with respect to its/his/her own documents or information, (b) restrict either party's
11 right with regard to Discovery Materials that have not been designated as Confidential, (c)
12 prejudice either party's rights to object to the production of documents or other information
13 that it considers not subject to discovery, or (d) prejudice either party's right to seek, either
14 by agreement or by application to the Court, greater or lesser protection than that provided
15 herein, or modification of the terms of this Amended Stipulated Protective Order.

16 H. Return to Confidential Materials

17 Within 60 days after the conclusion of these actions and with notice from the
18 respective producing party, all materials designated as Confidential Material shall be
19 returned to the producing party. This provision shall not apply to court filings or file copies
20 of pleadings, briefs or correspondence maintained by the parties' respective counsel in the
21 ordinary course of business.

22 I. Binding Effect

23 This Stipulation shall remain in full force and effect at all times during which any
24 party Amended Stipulated Protective Order or any person having executed the
25 acknowledgement described above retains in his, her, or its possession, custody or control
26 any Confidential Material.

27 J. Additional Parties to Lawsuit

28 In the event that other parties may be added to these actions, no Confidential

Material previously exchanged, produced or used herein shall be disclosed to such additional parties or their counsel except upon their agreeing to be bound by the provisions of the original Stipulated Protective Order, filed on January 19, 2006 and this Amended Stipulated Protective Order.

K. Additional Rights

This Amended Stipulated Protective Order is without prejudice to the right of any party to move the Court for an order for good cause shown for protection of Confidential Material sought by or produced through discovery, which protection is different form or in addition to that provided for in this Amended Stipulated Protective Order, and such right is expressly reserved. Similarly, each party expressly reserves the right at any time to request the Court to authorize disclosure other than contemplated hereunder of materials subject to this Amended Stipulated Protective Order.

[Signatures follow on next page]

Dated: March 9, 2006

KAPTETAN BROTHERS

By: /s/Peter N. Kapetan
PETER N. KAPETAN
Attorneys for Plaintiff,
SUSANNA LUCIA ORDONEZ

Dated: March 9, 2006

DREYER, BABICH, BUCCOLA & CALLAHAM

By: /s/Charles M. Barrett
CHARLES M. BARRETT
Attorneys for Plaintiff,
SANDRA VALDEZ

Dated: March 8, 2006

DOOLEY HERR & PELTZER, LLP

By: /s/Leonard C. Herr
LEONARD C. HERR
Attorneys for Defendant,

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RICHARD WILLIAMS

Dated: March 13, 2006

TULARE COUNTY DISTRICT ATTORNEY

By: /s/ Teresa Saucedo
TERESA SAUCEDO
TULARE COUNTY COUNSEL
DEPUTY COUNTY COUNSEL

Dated: March 9, 2006

NELSON, ROZIER & BETTENCOURT

By: /s/ M. Robert Bettencourt
M. ROBERT BETTENCOURT
Attorneys for Defendant,
CITY OF WOODLAKE

[Order follows on next page]

[PROPOSED] ORDER

The terms of the above Stipulation are so ordered.

Dated: 3/16/2006

By: /s/ Sandra M. Snyder
Judge of the United States District Court,
Eastern District of California

EXHIBIT "A"

ACKNOWLEDGEMENT

I hereby acknowledge my understanding that confidential research, development or commercial information and/or trade secrets and/or protected information under California law ("Confidential Material") is being provided to me under the terms and restrictions of the Protective Order dated _____, 2006, in *Valdez v. City of Woodlake, et al. and Ordonez v. City of Woodlake, et al.*, United States District Court Case No. 1:05-vs-0326 AWI/SMS. I have been given a copy of that Protective Order and have read it. I agree to be bound by the Protective Order. I will not reveal the Confidential Material to anyone, or use the Confidential Material or information derived therefrom, in any capacity, except as allowed by the Protective Order.

Dated: _____ 2006

Signature

Print Name

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LAW OFFICES
DOOLEY HERR &
PELTZER, LLP
100 Willow Plaza
Suite 300
Visalia, CA 93291
(559) 636-0200